NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States* v. *Detroit Lumber Co.,* 200 U. S. 321, 337.

SUPREME COURT OF THE UNITED STATES

Syllabus

RIVERS *v.* ROADWAY EXPRESS, INC.

CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT

No. 92–938. Argued October 13, 1993—Decided April 26, 1994

Petitioners filed a complaint under, *inter alia,* 42 U. S. C. §1981, alleging that respondent, their employer, had fired them on baseless charges because of their race and because they had insisted on the same procedural protections in disciplinary proceedings that were afforded white employees. Before the trial, this Court issued *Patterson* v. *McLean Credit Union,* 491 U. S. 164, 171, holding that §1981's prohibition against racial discrimination in the making and enforcement of contracts does not apply to conduct which occurs after the formation of a contract and which does not interfere with the right to enforce established contract obligations. The District Court relied on *Patterson* in dismissing petitioners' discriminatory discharge claims. While their appeal was pending, the Civil Rights Act of 1991 (1991 Act or Act) became law, §101 of which defines §1981's ``make and enforce contracts'' phrase to embrace all phases and incidents of the contractual relationship, including discriminatory contract terminations. The Court of Appeals ruled, among other things, that §1981 as interpreted in *Patterson,* not as amended by §101, governed the case.

Held: Section 101 does not apply to a case that arose before it was enacted. Pp. 4–15.

(a) *Landgraf* v. *USI Film Products, ante,* p. ___, in which this Court concluded that §102 of the 1991 Act does not apply to cases arising before its enactment, requires rejection of two of petitioners' submissions in this case: their negative implication argument based on §§402(a), 109(c), and 402(b), see *ante,* at ___, and their argument that *Bradley* v. *Richmond School Bd.,* 416 U. S. 696, controls here, rather than the presumption against statutory retroactivity, see *ante,* at ___. Pp. 4–5.

(b) The fact that §101 was enacted in response to *Patterson* does not supply sufficient evidence of a clear congressional

intent to overcome the presumption against statutory retroactivity. Even assuming that §101 reflects disapproval of *Patterson*'s §1981 interpretation, and that most legislators believed that the case was incorrectly decided and represented a departure from the previously prevailing understanding of §1981's reach, the Act's text does not support petitioners' argument that §101 was intended to ``restore'' that prior understanding *as to cases arising before the Act's passage.* In contrast to the 1990 civil rights bill that was vetoed by the President, the 1991 Act neither declares its intent to ``restor[e]'' protections that were limited by *Patterson* and other decisions nor provides that its §1981 amendment applies to all proceedings ``pending on or commenced after'' the date *Patterson* was decided, but describes its function as ``expanding'' the scope of relevant civil rights statutes in order to provide adequate protection to discrimination victims. Taken by itself, the fact that §101 is framed as a gloss on §1981's original ``make and enforce contracts'' language does not demonstrate an intent to apply the new definition to past acts. Altering statutory definitions, or adding new definitions of terms previously undefined, is a common way of amending statutes, and simply does not answer the retroactivity question. The 1991 Act's legislative history does not bridge the textual gap, since the statements that most strongly support retroactivity are found in the debates on the *1990* bill, and the statements relating specifically to §101 are conflicting and unreliable. Pp. 5–10.

(c) Contrary to petitioners' argument, this Court's decisions do not espouse a ``presumption'' in favor of the retroactive application of restorative statutes even in the absence of clear congressional intent. *Frisbie* v. *Whitney,* 9 Wall. 187, and *Freeborn* v. *Smith,* 2 Wall. 160, distinguished. A restorative purpose may be relevant to whether Congress specifically intended a new statute to govern past conduct, but an intent to act retroactively in such cases must be based on clear evidence and may not be presumed. Since neither §101 nor the statute of which it is a part contains such evidence, and since the section creates substantive liabilities that had no legal existence before the 1991 Act was passed, §101 does not apply to preenactment conduct. Rather, *Patterson* provides the authoritative interpretation of the phrase ``make and enforce contracts'' in §1981 before the 1991 amendment went into effect. Pp. 10–15.

973 F. 2d 490, affirmed and remanded.

STEVENS, J., delivered the opinion of the Court, in which REHNQUIST, C. J., and O'CONNOR, SOUTER, and GINSBURG, JJ., joined. SCALIA, J., filed an opinion concurring in the judgment, in which KENNEDY and THOMAS, JJ., joined. BLACKMUN, J., filed a dissenting opinion.